

**AN AMENDED RESOLUTION
BY CITY UTILITIES COMMITTEE**

07-R-0200

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ITEM AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A PORTION OF THE 48-INCH ADAMSVILLE WATER TRANSMISSION MAIN, IN CONJUNCTION WITH CONSTRUCTION OF THE FULTON INDUSTRIAL BOULEVARD/SR WIDENING PROJECT, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FOUR MILLION ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$4,117,775.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J21 (WATER & WASTEWATER RENEWAL & EXTENSION FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J081594DA (ADAMSVILLE PUMP & MAINS); AND FOR OTHER PURPOSES.

WHEREAS, Adamsville Pump Station and Water Main is a project required to maintain proper water service for the City of Atlanta's Water System; and

WHEREAS, the Georgia Department of Transportation ("GDOT") is constructing improvements and widening a portion of Fulton Industrial Boulevard (MLP-70(25) Fulton County, 75170; and

WHEREAS, the Department of Watershed Management and the GDOT have determined that the most effective and economical method of constructing the required portion of the Adamsville Pump Station and Water Main project and the improvements and widening of Fulton Industrial Boulevard is for the GDOT to include construction of the required portion of the Adamsville Pump Station and Water Main project as part of the GDOT project; and

WHEREAS, the GDOT has competitively bid the widening of Fulton Industrial Boulevard project which includes the required portion of the Adamsville Pump Station and Water Main project; and

WHEREAS, the estimated cost of the required portion of the Adamsville Pump Station and Water Main project is Four Million One Hundred Seventeen Thousand Seven Hundred Seventy Five Dollars and No Cents (\$4,117,775.00); and

WHEREAS, sufficient funds are available for the City's portion of the cost of the project from Fund, Account Center Number: 2J21 (Water & Wastewater Renewal & Extension Fund) 574001 (Facilities Other Than Buildings) Q65J081594DA (Adamsville Pump & Mains).

CONTRACT ITEM AGREEMENT

PROJECT No.: MLP-70(25) Fulton County
P.I. No.: 751710

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to widen and reconstruct Fulton Industrial Boulevard/SR 70 from Interchange Drive to Bankhead Highway/SR 8 in the City of Atlanta, Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or replacements of water facilities and appurtenances of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9 & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of 12 inch, 20 inch, and 48 inch water facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, the LOCAL AGENCY shall bear the cost of adjustment or installation of 48 inch water facilities within the project limits and as shown on the attached plans and the Department shall bear the cost of adjustment or installation of 12 inch and 20 inch water facilities within the limits of the proposed project; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for the LOCAL AGENCY'S work, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY'S Consultant, METCALF & EDDY AND CARDOZO ENGINEERING;

WHEREAS, the plans and costs for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost in the same proportionate amount as determined in Articles 8 and 9 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the DEPARTMENT shall make a "Final Acceptance" of the work. Thereafter, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate is \$3,027,579.80 based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear \$0.00 and the LOCAL AGENCY shall bear \$3,027,579.80 of adjustment or installation of 48 inch water facilities.

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall multiply the quantities shown in the detailed cost estimate by the actual bid prices. As the case may be, the

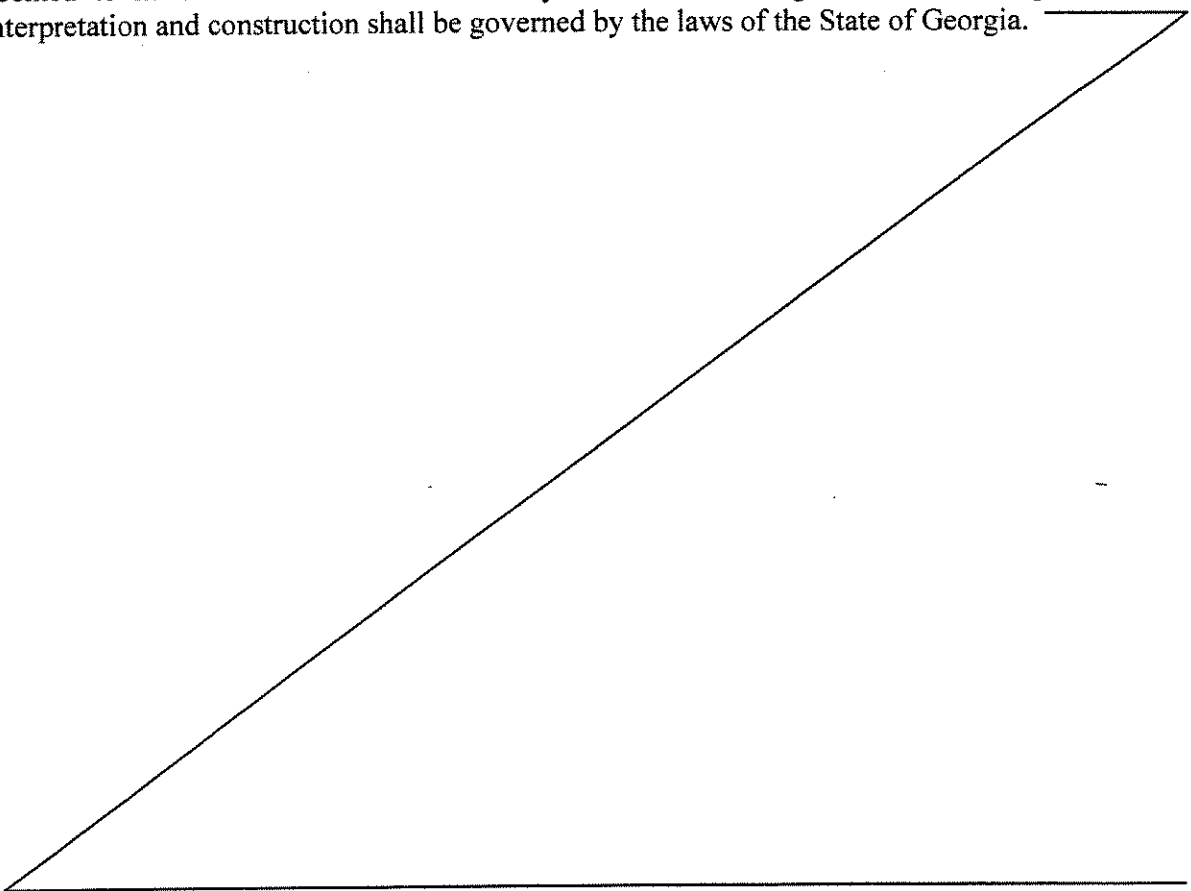
CONTRACT ITEM AGREEMENT

DEPARTMENT shall refund to the LOCAL AGENCY or shall request in writing to the LOCAL AGENCY that an additional payment in the amount of the difference between the said estimated amount including A&EC and the actual bid amount be paid to the DEPARTMENT. Any additional payment due the DEPARTMENT shall be made by the LOCAL AGENCY within thirty (30) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within thirty (30) days after the statement is received from the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the City of Atlanta, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

CITY OF ATLANTA

MUNICIPAL CLERK (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED:

APPROVED:

COMMISSIONER, DEPARTMENT OF
PLANNING, DEVELOPMENT &
NEIGHBORHOOD CONSERVATION

CHIEF FINANCIAL OFFICER

This Agreement approved by the Atlanta
City Council at a meeting held on
_____, and signed by the
Mayor on _____.

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DEPUTY MUNICIPAL CLERK

DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

ACCEPTED:

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT No.: MLP-70(25)
COUNTY: FULTON
P.I. No.: 751710
DATE: December 12, 2006 SP

WITNESS AS TO THE DEPARTMENT:
Signed, sealed and delivered this _____
day of _____, 20_____,
in the presence of:
BY: _____
WITNESS

BY: _____
NOTARY PUBLIC

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ITEM AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A PORTION OF THE 48-INCH ADAMSVILLE WATER TRANSMISSION MAIN, IN CONJUNCTION WITH CONSTRUCTION OF THE FULTON INDUSTRIAL BOULEVARD/SR WIDENING PROJECT, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FOUR MILLION ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$4,117,775.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J21 (WATER & WASTEWATER RENEWAL & EXTENSION FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J081594DA (ADAMSVILLE PUMP & MAINS); AND FOR OTHER PURPOSES.

WHEREAS, Adamsville Pump Station and Water Main is a project required to maintain proper water service for the City of Atlanta's Water System; and

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WHEREAS, the GDOT has received bids for construction of the widening of Fulton Industrial Boulevard project which includes the required portion of the Adamsville Pump Station and Water Main project; and

WHEREAS, the cost of the required portion of the Adamsville Pump Station and Water Main project is Four Million One Hundred Seventeen Thousand Seven Hundred Seventy Five Dollars and No Cents (\$4,117,775.00); and

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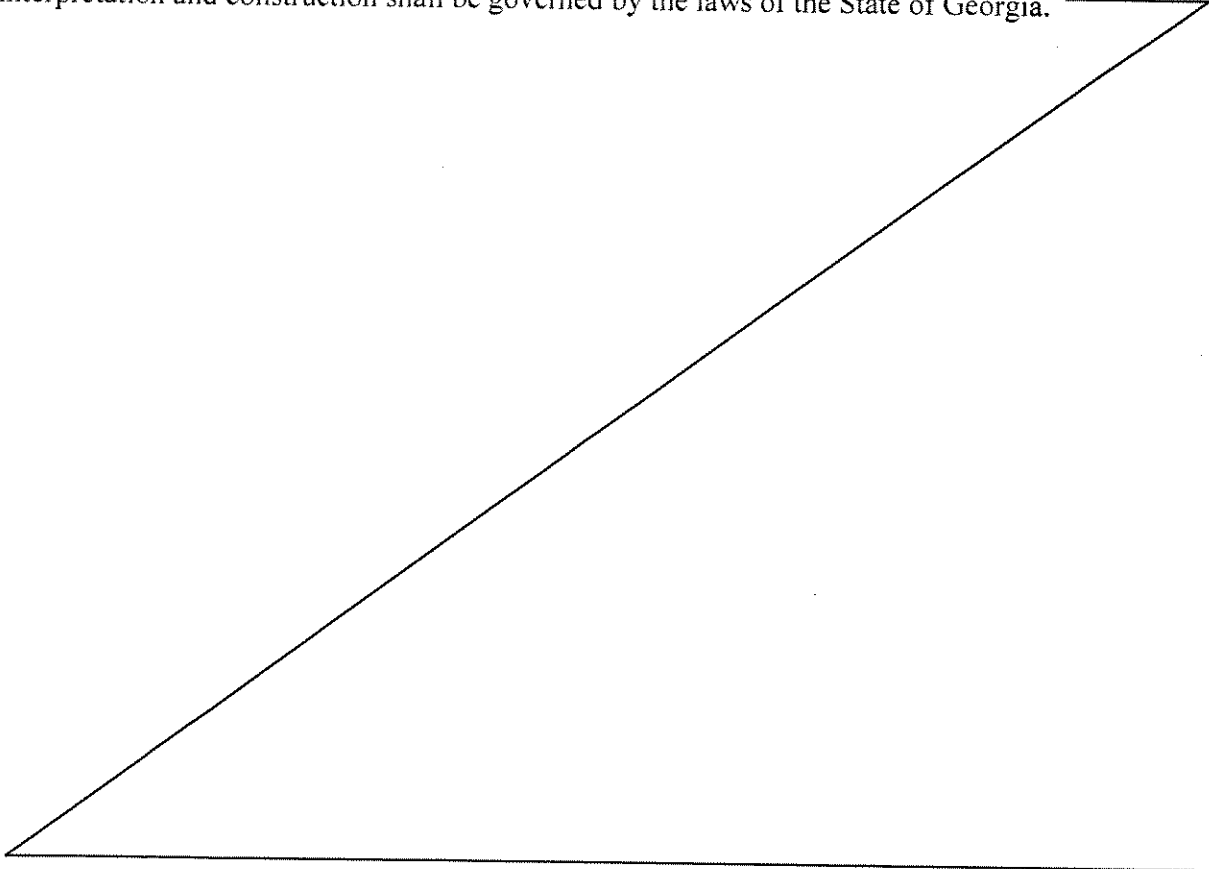
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CITY OF ATLANTA

MUNICIPAL CLERK (Seal)

RECOMMENDED:

COMMISSIONER, DEPARTMENT OF
PLANNING, DEVELOPMENT &
NEIGHBORHOOD CONSERVATION

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

SHIRLEY FRANKLIN, MAYOR

APPROVED:

CHIEF FINANCIAL OFFICER

This Agreement approved by the Atlanta
City Council at a meeting held on
_____, and signed by the
Mayor on _____.

DEPUTY MUNICIPAL CLERK

DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

BY: _____
STATE UTILITIES ENGINEER

PROJECT No.: MLP-70(25)
COUNTY: FULTON
P.I. No.: 751710
DATE: December 12, 2006 SP

ACCEPTED:

BY: _____
COMMISSIONER

WITNESS AS TO THE DEPARTMENT:
Signed, sealed and delivered this _____
day of _____, 20____,
in the presence of:
BY: _____

WITNESS

BY: _____
NOTARY PUBLIC

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton 

Contact Number: 6207

Originating Department: Watershed Management

Committee(s) of Purview: City Utilities

Council Deadline: January 22, 2007

Committee Meeting Date(s): January 30, 2007 Full Council Date: February 5, 2007

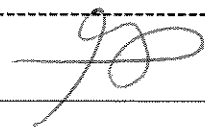
Commissioner Signature  1.29.07

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ITEM AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A PORTION OF THE 48-INCH ADAMSVILLE WATER TRANSMISSION MAIN, IN CONJUNCTION WITH CONSTRUCTION OF THE FULTON INDUSTRIAL BOULEVARD/SR WIDENING PROJECT, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FOUR MILLION ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$4,117,775.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J21 (WATER & WASTEWATER RENEWAL & EXTENSION FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J081594DA (ADAMSVILLE PUMP & MAINS); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any) \$4,117,775.00

Mayor's Staff Only

Received by Mayor's Office: 1/24/07 Reviewed by: 
(date)

Submitted to Council: 
(date)